

FIRST AMENDMENT TO THE TEMPORARY LICENSE AGREEMENT
BETWEEN MAYOR AND COUNCIL OF ROCKVILLE
AND
MONTGOMERY CITY, MARYLAND

This First Amendment (hereinafter referred to as "Amendment"), is entered into this ____ day of _____, 2020, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and the MAYOR AND COUNCIL OF ROCKVILLE (the "City"). The County and City are each referred to as a "Party" and collectively as the "Parties" in this Amendment.

WHEREAS, the City is the owner of the property and improvements thereon located at 6 Taft Court, Rockville, MD 20850 ("Property"); and

WHEREAS, the Parties entered into a Right of Entry Agreement on September 20, 2019; and

WHEREAS, the Parties entered into a Temporary License Agreement (the "License") on October 31, 2019 to set forth the terms and conditions that govern the County's temporary use of a portion of the Property; and

WHEREAS, the License terminated according to its terms on May 15, 2020, and the County has remained in the Shelter Area (as that term is defined in the License) on a month-to-month basis under a verbal agreement between the Parties, so that the County can continue providing services to people who are homeless during the response to the COVID-19 health emergency; and

WHEREAS, the purpose of this Amendment is to memorialize the Parties' agreement to extend the term of the License from May 15, 2020 to April 30, 2021.

NOW, THEREFORE, in consideration of the covenants contained, in this amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. TERM: The term of the License is extended to, and terminates on, April 30, 2021.
2. INSURANCE: Evidence of All Risks or All Perils Property Insurance for the current replacement cost value of the Property must be provided via email to Marcus Odorizzi at modorizzi@rockvillemd.gov no later than five (5) business days from the date of execution of this First Amendment. Pursuant to a February 27, 2020 appraisal of the Property, the replacement cost value is \$11,245,600.

3. LICENSE FEE: The County will pay to the City a license fee of \$324,000 ("License Fee") for the use of the property. The License Fee must be paid in its entirety by November 1, 2020.
4. RATIFICATION: Except as otherwise set forth in this Amendment, all terms and conditions of the original Temporary License Agreement dated October 31, 2019 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

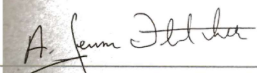
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed.

THE MAYOR AND COUNCIL OF ROCKVILLE

By: _____
Rob DiSpirito
City Manager

Date: _____

MONTGOMERY COUNTY, MARYLAND

By:  _____
Name:
Position:

Date: 10/13/2020

APPROVED AS TO FORM AND LEGALITY:

Neal Anker 10/8/20
Neal Anker, Associate County Attorney